

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND

SELECTIVE INSURANCE COMPANY OF AMERICA :

V. :

C.A. No. \_\_\_\_\_

LIBERTY MUTUAL INSURANCE COMPANY (Alias), :

HARTFORD FIRE INSURANCE COMPANY (Alias), :

JOHN DOE CORP 1 THROUGH 10, JOHN DOE :

ENTITIES 1 THROUGH 10, and :

JOHN and JANE DOE 1 THROUGH 10 :

**NOTICE OF REMOVAL**

PLEASE TAKE NOTICE that Defendant Hartford Fire Insurance Company (“Hartford”) hereby removes this action to the United States District Court for the District of Rhode Island, and respectfully states as follows:

1. This action is removable pursuant to 28 U.S.C. §§ 1332 and 1441(a) and (b) because there is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

2. On or about June 2, 2014, Hartford was served with a Summons and Complaint in the action captioned Selective Insurance Company of America v. Liberty Mutual Insurance Company (Alias), Hartford Fire Insurance Company (Alias), John Doe Corp 1 through 10, John Doe Entities 1 through 10, and John and Jane Doe 1 through 10, P.C. No. 14-2707, pending in the Rhode Island Superior Court (Providence County).

3. Pursuant to 28 U.S.C. § 1446(a), Hartford attaches as Exhibit A the “process, pleadings and orders” served upon them in this action to date.

4. Upon information and belief, Plaintiff Selective Insurance Company of America (“Plaintiff”) is a New Jersey corporation with its principal place of business at 40 Wantage Ave., Branchville, New Jersey.

5. Defendant Liberty Mutual Insurance Company (“Liberty Mutual”) is a Massachusetts corporation with its principal place of business at 175 Berkeley Street, Boston, Massachusetts.<sup>1</sup>

6. Defendant Hartford is a Connecticut corporation with its principal place of business at One Hartford Plaza, Hartford, Connecticut.

7. The Complaint alleges that Defendants have an obligation to defend and indemnify Calson Construction Corporation (“Calson”) in connection with an arbitration filed against Calson by Atwood Health Properties, LLC (“Atwood”) pursuant to policies of insurance issued by Defendants. The underlying claim for which Plaintiff seeks coverage exceeds \$75,000.00.

8. Pursuant to 28 U.S.C. § 1446(b), Hartford is removing this action to this Court within 30 days after receiving notice of its filing in state court.

9. Hartford will promptly notify all parties of the filing of this Notice of Removal. Further, as required by 28 U.S.C. § 1446(d), Hartford will promptly notify the Clerk of the Rhode Island Superior Court (Providence County) that this action has been removed to this Court.

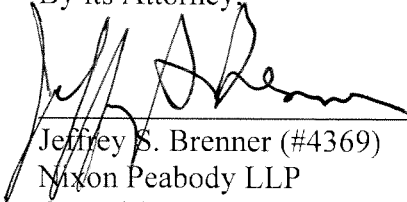
10. Liberty Mutual consents to the removal of this action to this Court.

11. Hartford expressly reserves the right to raise any and all defenses which may be available to them in this action.

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<sup>1</sup> Liberty Mutual has indicated that the insurance policy referenced in paragraph 5 of the Complaint actually was issued by Wausau Underwriters Insurance Company (“Wausau”). Wausau is a Wisconsin corporation with its principal place of business at 175 Berkeley Street, Boston, Massachusetts, so there is still complete diversity and this action is removable.

Defendant,  
Hartford Fire Insurance Company,  
By its Attorney,



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Dated: June 30, 2014

CERTIFICATE OF SERVICE

I hereby certify that I mailed a copy of the within Notice of Removal to Daryl E. Dayian, Esq., Carrara Dayian, P.C., Three Regency Plaza, Suite 1, Providence, RI 02903, on this 30th day of June, 2014.



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